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9 Attorneys for Defendant GEICO CASUALTY
COMPANY

10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 MARTIN UNUSYAN, an individual

CASE NO.: 2:16-cv-02007-APG-VCF

13 Plaintiff,

14 vs.

15 GEICO CASUALTY COMPANY, a
16 foreign corporation, DOES I through XV,
and ROE Corporations I through X,
17 inclusive,

STIPULATION TO CONFIDENTIALITY
AND PROTECTIVE ORDER

18 Defendants.

19 IT IS HEREBY STIPULATED by and between all parties: Plaintiff MARTIN
20 UNUSYAN, by and through his counsel of record Gina M. Corena, Esq. and Krista J. Nielson of
21 the LAW OFFICE OF GINA M. CORENA, and Defendant GEICO CASUALTY COMPANY,
22 by and through its counsel of record, Bruce W. Kelley, Esq., Ariel C. Johnson, Esq., and Lara L.
23 Miller, Esq. as follows:

24 1. The parties agree that certain documents and data produced in this litigation
25 contain confidential information. A document containing confidential information shall be
26 designated by marking the document with a watermark indicating "Proprietary or Confidential
27 Information – Subject to Protective Order, Case No. 2:16-cv-02007-APG-VCF."

28 2. Except as otherwise provided in this stipulation or by further order of the court,

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1 all documents designated confidential shall be used only for purposes of this litigation and shall
 2 be disclosed only to the parties and their attorneys (including secretarial and legal staff); and to
 3 any consultant retained by the parties as a potential or actual expert witness in this litigations. All
 4 such individuals who are given access to the Confidential Infrimation must first agree to be bound
 5 by the terms of this Stipulation and Protective Order by signing the "Acknowledgement of
 6 Stipulation and Protective Order," attached as Exhibit A to that Order.

7 3. For any deposition transcript that contains testimony concerning Confidential
 8 Information, or which includes any document containing Confidential Information that is marked
 9 as an exhibit, each such deposition shall be designated as "Subject to Protective Order, Case No.
 10 2:16-cv-02007-APG-VCF" on the record during said deposition, placed under seal, and shall be
 11 subject to the terms of the Stipulated Protective Order.

12 4. When this litigation is concluded by judgment, settlement, dismissal or otherwise,
 13 the provisions of this protective order shall remain in effect and each such confidential document
 14 (and all copies thereof) shall be returned within forty-five (45) days of conclusion of the case to
 15 counsel for the party that produced the confidential document.

16 5. All documents so marked confidential may be referred to or incorporated in
 17 briefs, affidavits, or other documents filed with the court provided that such documents are
 18 either: (1) filed with the Clerk of Court under seal and prominently marked "Proprietary or
 19 Confidential Information – Subject to Protective Order Case, No. 2:16-cv-02007-APG-VCF";
 20 and (2) in a manner pursuant to United Stated District Court Nevada Local Rule IA 10-5(a).¹

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25 //

27 ¹ The rule provides: "Unless otherwise permitted by statute, rule, or prior court order, papers filed with the court
 28 under seal must be accompanied by a motion for leave to file those documents under seal. If papers are filed under
 prior court order, the papers must state on the first page, directly under the case number: "FILED

1 6. The stipulation/protective order shall remain in effect until further order of the
2 court.

3 DATED March 16, 2017

DATED March 16, 2017.

4 | ATKIN WINNER & SHERROD

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STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIAL DOCUMENTS

United State Federal District Court, District of Nevada

Case No.: 2:16-cv-02007-APG-VCF

16 The parties, Plaintiff MARTIN UNUSYAN; and Defendant GEICO CASUALTY
17 COMPANY; by and through their respective counsel of record, acknowledge that certain
18 documents produced in the subject consolidated action contain confidential information
19 including, but not limited to, trade secrets; confidential research, development or commercial
20 information; financial information; process and training materials; and other sensitive, non-
21 public information (collectively, "Confidential Information").

22 The Court, being advised of the agreement of the parties to the entry of this Stipulated
23 Protective Order, HEREBY ORDERS AS FOLLOWS:

24 1. This Stipulated Protective Order shall apply to all confidential information, properly
25 designated as described in Paragraph 4, which is produced in this litigation.

26 2. In connection with discovery proceedings in the Litigation, any party to the Litigation

27 _____ (Cont.)
28 **UNDER SEAL UNDER COURT ORDER (ECF No. ____).** All papers filed under seal will remain sealed until
the court either denies the motion to seal or enters an order unsealing them.

1 (the "Designating Party") shall have the right to designate as "Confidential" any testimony,
2 documents, and other material containing Confidential Information, the disclosure of which in a
3 manner other than that specified herein the Designating Party in good faith believes would
4 present a significant risk of injury to the legitimate business interests of the disclosing party or a
5 significant risk of injury to any other legitimate interest. Such Confidential Information includes,
6 but is not limited to, proprietary trade secrets; all materials reflecting, referring to or evidencing
7 any information deemed confidential by local, state, or federal statute, ordinance, regulation, or
8 other law; confidential non-public business plans or forecasts; confidential non-public financial
9 plans and forecasts; all private or sensitive commercial, financial, personal or personnel
10 information; confidential non-public underwriting and rating information; training manuals,
11 guidelines and other proprietary process documentation; and confidential research and
12 development information. Confidential Information also includes, but is not limited to, personal
13 information such as a person's social security number, medical records, personnel file, bank
14 records, tax records and other sensitive non-public information. Confidential Information may
15 take the form of, but is not limited to, (a) documents, interrogatories, requests for admission, and
16 answers and responses thereto; (b) transcripts of depositions and exhibits thereto; and (c) all
17 copies, abstracts, excerpts, analyses, and complete or partial summaries prepared from or
18 containing, reflecting, or disclosing such Confidential Information.

19 3. Confidential Information may be disclosed only to "Qualified Persons," as that term is
20 defined in Paragraph 5 below, and used only in connection with this litigation and for no other
21 purpose. All Qualified Persons receiving Confidential Information shall be bound by the terms of
22 this Stipulated Protective Order.

23 4. Any document, material, or information to be designated as Confidential Information
24 must be so designated by stamping or marking the document, material or information
25 "Proprietary or Confidential Information - Subject to Protective Order Case, No. 2:16-cv-02007-
26 APG-VCF" or with a substantially compliant designation.

27 5. Confidential Information may be disclosed to or made available by counsel of record
28 for the party receiving such information only to Qualified Persons. For the purpose of this

1 Agreement, the term "Qualified Persons" means:

2 (a) this Court (and any appellate court), including court personnel, jurors and alternate
3 jurors;

4 (b) court reporters;

5 (c) the named parties or the officers, employees, or principals of a party, who are actually
6 assisting counsel in the consideration or prosecution of the claims, or the defense thereof,
7 asserted in the Litigation;

8 (d) counsel to the named parties to the Litigation, associate attorneys, paralegal, clerical,
9 secretarial, and other staff employed by such counsel, or copy service personnel responsible for
10 copying documents or materials in connection with the Litigation, who such counsel shall
11 determine have a need to have access to such information; and

12 (e) independent outside experts, advisors or consultants (other than employees, officers,
13 or directors of any party) retained by counsel of record in the Litigation.

14 6. Prior to any disclosure of Confidential Information to any Qualified Person defined in
15 paragraphs 5, counsel of record for the party proposing to make such disclosure shall ensure that
16 a copy of this Stipulated Protective Order has been delivered to such person, and shall obtain that
17 person's written agreement to be bound by the terms of this Stipulated Protective Order and
18 consent to the Court's jurisdiction for purposes of enforcing this Stipulated Protective Order. The
19 requirements of obtaining such written agreement may be satisfied by obtaining the signature of
20 any such person on a copy of Exhibit A to this Stipulated Protective Order, after having had
21 such person read this Stipulated Protective Order. Counsel of record for each party shall maintain
22 a list of the names of all persons to whom such documents or information is disclosed.

23 7. All Qualified Persons who have received Confidential Information pursuant to this
24 Stipulated Protective Order shall safeguard such information so as to avoid any disclosure of that
25 information, except as provided in this Stipulated Protective Order.

26 8. Any party to the Litigation to whom Confidential Information is produced or disclosed
27 may object to the "Confidential" designation. The objection shall be made in writing to counsel
28 for the Designating Party. Counsel shall confer in good faith in an effort to resolve any dispute

1 concerning such designation. Should the parties be unable to reach an agreement regarding any
2 dispute concerning the "Confidential" designation, the party which designated the document as
3 "Confidential" shall file a Motion with the Court to have the issue concerning the objection to
4 the "Confidential" designation ruled upon. In the event of a motion concerning the designation of
5 information as "Confidential," all materials the designation of which is so objected to shall
6 continue to be treated as Confidential Information until the Court rules to the contrary.

7 9. The fact that a document or information has been designated as "Confidential" shall
8 not create a presumption that the document or information is, in fact, confidential or is entitled to
9 protection by this Protective Order. It shall be the burden of the party claiming the information is
10 Confidential to prove to the satisfaction of the Court that it is Confidential and entitled to
11 protection.

12 10. Documents, depositions, or other materials designated as "Confidential" shall be used
13 by the persons receiving them only for the purpose of preparing for and conducting the
14 Litigation. Any use or disclosure of such documents, materials or information for any other
15 purposes is a direct violation of this Stipulated Protective Order.

16 11. All Confidential Information, and all copies thereof, shall be returned to counsel for
17 the Designating Party producing such documents within forty-five (45) days after the final
18 conclusion of the Litigation, including appeals. Counsel for the parties, may, within sixty (60)
19 days following the final conclusion of the Litigation, including appeals, and with notice to the
20 other parties who may object within seven (7) days thereof, withdraw all documents containing
21 Confidential Information that have been filed with the Court to the extent permitted to do so by
22 the Court and the Clerk of the Court.

23 12. The inadvertent production of any Confidential Information during discovery in this
24 action without a designation as provided herein, or the inadvertent production of any document,
25 material, or other information, not intended to be produced (e.g. due to a claim of privilege),
26 shall be without prejudice to any later claim that it is Confidential Information, or should be
27 withheld from production on the basis of privilege and no party shall be held to have waived
28 future assertion of any rights by such inadvertent production. However, disclosure of the material

1 by the other party prior to such designation is not a violation of this Protective Order.

2 13. Nothing in this Stipulated Protective Order shall prejudice the right of any party to
3 make any use of or disclose to any person any material it has designated as Confidential
4 Information, without prior court order, or to waive the provisions of this Stipulated Protective
5 Order with respect to any Confidential Information.

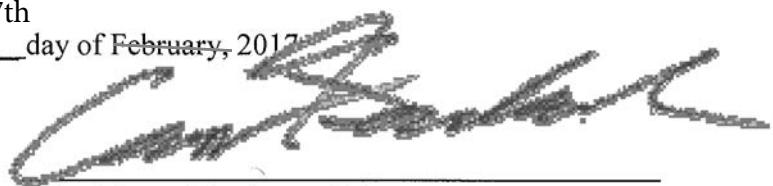
6 14. Nothing in this Stipulated Protective Order shall constitute or be used by any party as
7 an "admission by party opponent."

8 15. This Stipulated Protective Order does not control the treatment of Confidential
9 Information at trial. The parties agree to address the treatment of Confidential Information at trial
10 by appropriate request to the Court at the time of trial.

11 16. The Federal District Court of Nevada shall retain jurisdiction to enforce this
12 Protective Order and decide any issues related to or arising from it. The provisions and terms of
13 this Stipulated Protective Order shall survive the termination of the Litigation unless the Order is
14 terminated or modified in writing by the parties or by further Order of this Court after notice and
15 hearing.

March

16 IT IS SO ORDERED this 17th day of February, 2017



17
18 United States Magistrate Judge
19

20 APPROVED AS TO FORM & CONTENT:
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1 DATED February 14, 2017.

2 ATKIN WINNER & SHERROD

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ATKIN WINNER & SHERROD
A NEVADA LAW FIRM

1 DATED February 1, 2017.

2 LAW OFFICE OF GINA M. CORENA

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11 *Attorneys for MARTIN UNUSYAN*

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT OF STIPULATED PROTECTIVE ORDER**

3 MARTIN UNUSYAN v. GEICO CASUALTY COMPANY

4 In the United States District Court, District of Nevada,
5 Case No. Case No: 2:16-cv-02007-APG-VCF

6 I, _____, acknowledge that I have received and reviewed a copy of
7 the Stipulation and Protective Order Regarding Confidential Documents, entered by the Court on
8 this ____ day of _____, 2017, in the above-entitled action. I understand the terms of
9 the Agreed Stipulation and Protective Order and agree to be bound by its terms.

10
11 DATE: _____

12
13 Signature

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15 _____
16 Name (printed)

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18 Business address
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ATKIN WINNER & SHERROD, LLP
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